
Industry Project Letter Agreement¹



Industry Partner name
Industry Partner address
Industry Partner address
Industry Partner address

Dear Industry Partner name,

Thank you for agreeing to collaborate with the University of Melbourne (**University**) (as represented by the School or Faculty name) as an **Industry Partner** for Students² who are undertaking an **Industry Project** or **Project**³ as part of their studies at the University.

The Project provides Students with the opportunity to gain relevant professional training and apply their skills to a practical industry-based problem, thus developing invaluable skills.

The purpose of this Letter Agreement is to set out the obligations of both the University and the Industry Partner with respect to the Project.

A. THE PROJECT

1. The Project is undertaken by Students as a requirement of their course of study with the University. Completion of the Project is necessary for the Students to complete the relevant subject to which the Project relates.
2. The aim of the Project is to provide Students with the opportunity to apply theoretical and other knowledge gained from their course of study in an industry setting and to undertake activities consistent with their course objectives, including as outlined in the Project Schedule.
3. The Project will require the Industry Partner to provide the Students with a Project Brief. Working either independently or in small groups, Students will respond to the Project Brief and prepare a report to be delivered to the Industry Partner at the end of the Project (**Final Report**). Provided the Students successfully complete the Project, the Intellectual Property in the Final Report will be owned by the Industry Partner Project in accordance with the terms set out at clause D3. Students may also discuss the progress of the Project in a classroom setting as part of the subject to which the Project relates.
4. The University and the Industry Partner will agree on the details of each Project (including with respect to the Project Brief and the Final Report) that is facilitated under this Letter Agreement by completing a Project Schedule relating to the Industry Project in the form set out at the Schedule to this Letter Agreement.
5. Each completed Project Schedule will, as at its respective effective date, be incorporated into, and governed by, the terms of this Letter Agreement. In the event of any inconsistency between the terms of this Letter Agreement and a Project Schedule, this Letter Agreement will prevail to the extent of the inconsistency.

¹ '**Letter Agreement**' means this Industry Project Letter Agreement and any schedules and annexures, including any Project Schedules agreed by the parties in accordance with clause A4 of this Letter Agreement.

² '**Student**' one or more students, depending on the context, and includes undergraduate and post-graduate students who are currently enrolled at the University and who are undertaking an Industry Project under this Letter Agreement.

³ '**Industry Project**' or '**Project**' means the one or more industry projects facilitated by this Letter Agreement.

6. The Students will not receive any remuneration or payment for their participation on the Project. The benefits to the Students are outlined in clause A2 above.

B. UNIVERSITY'S OBLIGATIONS AND RESPONSIBILITIES

1. The obligations and responsibilities of the University in respect of the Project are to:
 - (a) supervise activities carried out by the Students during the Project (except for where the Industry Partner is supervising the Students in accordance with clause C2(a));
 - (b) take all reasonable steps to ensure that the Students carry out the Project in a competent and diligent manner;
 - (c) provide resources and support for the Students during the Project, including, but not limited to, access to academic staff at the University and access to journal subscriptions;
 - (d) advise the Students of any confidentiality, privacy and other obligations which may apply to them during and, in some cases, after the conclusion of the Project; and
 - (e) ensure that each Student undertaking the Project executes a Student Undertaking in the form set out in the Annexure to this Letter Agreement.
2. The University will advise the Students that they are undertaking an unpaid industry project required as part of the Subject and will not be entitled to any remuneration or payment in respect of the Project.

C. INDUSTRY PARTNER'S OBLIGATIONS AND RESPONSIBILITIES

1. The Industry Partner acknowledges and agrees that:
 - (a) the Project is an industry-based project that is relevant to the course of study undertaken by the Students;
 - (b) it will provide the University and the Students with all material as is relevant and/or necessary for the Students to undertake the Project in accordance with the Project Brief;
 - (c) it will use the results from the Project and any advice, opinions, reports or information supplied by the Students and/ or the University (including without limitation the Final Report) at its own risk;
 - (d) it is the responsibility of the Industry Partner to make its own assessment of the suitability of the Project, of the outcomes and/or results of the Project and of any advice or information generated from the Project (including without limitation the Final Report);
 - (e) it will comply with its obligations under equal opportunity and anti-discrimination laws in respect of the Students while they are undertaking the Project;
 - (f) Students undertaking the Project are not employees of the Industry Partner for the duration of the Project and the Industry Partner will not require a Student to carry out any functions or render any service as an employee of the Industry Partner; and
 - (g) Students will not receive any remuneration or payment for the Project.
2. Where the Students are undertaking the Project at the Industry Partner's premises, the Industry Partner agrees:
 - (a) that it is responsible for the supervision of the Students whilst at the Industry Partner's premises;
 - (b) that it will provide appropriate orientation and training for the Students in relation to the Industry Partner's Occupational Health and Safety policies and safe work procedures which apply;

- (c) that it will ensure that the health and safety of the Students is not placed at risk while they are at the Industry Partner's premises and will comply with its obligations under applicable occupational health and safety laws;
- (d) to take out and maintain Public Liability insurance to cover liability for the Industry Partner and the Students in relation to the Project;
- (e) to promptly notify the University of any:
 - i. occupational health and safety, equal opportunity or discrimination issues or incidents that arise in respect of a Student;
 - ii. notification to a regulator or other body in respect of the Student's conduct or behaviour or anything involving a student;
 - iii. inappropriate conduct or behaviour by, to, or involving, the Student;
 - iv. complaint, allegation or investigation into a Student's conduct;
 - v. complaint, allegation or investigation raised by a Student in respect of a third party;
 - vi. incident or event occurring which results in, or is likely to cause, harm to the Student; or
 - vii. incident or event occurring that results in harm to staff, clients or visitors of the Industry Partner as a result of any act or omission of the Student;
- (f) that notification under clause C2(d) may occur verbally in the first instance, but must be followed by a written confirmation to the University within 48 hours of the incident. Written notification should be provided to the contact listed in the Schedule to this Agreement; and
- (g) to use its best endeavours to encourage Students to notify the University of the matters raised in clause C2(d).

3. The Industry Partner will comply with all applicable privacy laws regarding the Students who undertake the Project.

D. JOINT ACKNOWLEDGEMENT REGARDING INTELLECTUAL PROPERTY

1. The Industry Partner will continue to own its pre-existing Intellectual Property (including the Project Brief and materials provided with the Project Brief) made available for use by a Student or University staff during the course of the Project. Such pre-existing Intellectual Property is made available for the sole purpose of and only for the duration of the Project and may be detailed in the Project Schedule.
2. The University will continue to own its pre-existing Intellectual Property (and any improvements to its pre-existing Intellectual Property) made available for use by a Student or University staff during the course of the Project and may be detailed in the Project Schedule.
3. The Parties agree that the Industry Partner will own the Intellectual Property in the Final Report. The University assigns to the Industry Partner the Intellectual Property in the Final Report and the University will complete any necessary documentation to give effect to this assignment. The Final Report assigned under this clause D3 is assigned 'as is' and without warranty of any kind (express or implied) including without warranty of fitness for a particular purpose, non-infringement or accuracy.
4. The Industry Partner grants a royalty-free, non-transferable, non-exclusive licence to the University (including a right of sub-licence to the Student/s) to use the Final Report for its non-commercial internal purposes including, without limitation, for the assessment of any Student/s.
5. Copyright in all written material created by a Student in respect of the Project for the purposes of their assessment or reporting obligations to the University for their course/subject, but excluding copyright in the Final Report (**Assessment Materials**) will remain vested in the Student.

6. For the avoidance of doubt and notwithstanding anything to the contrary in clauses D or E, the Industry Partner shall not have the right to prevent any Student from submitting any written material (including the Assessment Materials and the Final Report) in respect of the Project for the purposes of their assessment or reporting obligations to the University. If the Industry Partner's Confidential Information (which a Student is advised is confidential) is referred to by the Student in the Assessment Materials or Final Report, the University must ensure that it is treated as Confidential Information in accordance with clause E of this Letter Agreement.
7. Under this Letter Agreement "Intellectual Property" means all rights resulting from intellectual activity whether capable of protection by statute, common law or in equity and including copyright, data, data sets, information, rights in discoveries, inventions, patent rights, registered and unregistered trade marks, design rights, circuit layouts and plant varieties and all rights and interests of a like nature including but not limited to methods and techniques, together with any documentation relating to such rights and interests; and "Pre-existing Intellectual Property" means all Intellectual Property developed prior to or independently of this Letter Agreement.

E. CONFIDENTIALITY

1. When receiving Confidential Information, the Receiving Party must:
 - (a) keep all Confidential Information of the Disclosing Party confidential unless strictly required otherwise by law;
 - (b) limit access to those of its employees, agents, students, contractors, consultants, directors, officers and sub-licensees reasonably requiring the Confidential Information on a strictly need to know basis;
 - (c) not use Confidential Information in any way which would be harmful to the best interests of the University or the Industry Partner;
 - (d) not use any Confidential Information in any way other than for the Project or as otherwise contemplated by this Letter Agreement without the prior written permission of the Disclosing Party; or
 - (e) ensure that anyone to whom Confidential Information is disclosed is legally bound to keep the Confidential Information confidential and not to use the Confidential Information except for the Project.
2. At the termination or expiration of this Letter Agreement and upon the written request of the Disclosing Party, the Receiving Party must return to the Disclosing Party any documents originating from the Disclosing Party which embody Confidential Information and must not keep any copies in any form.
3. The Industry Partner acknowledges that the Project may require the Students to work collaboratively in a classroom setting with other Students who are also enrolled in the subject to which the Project relates and agrees that the University will:
 - (a) ensure that the Students sign the Student Undertaking annexed to this Letter Agreement which outlines the Students' obligations with respect to maintaining the confidentiality of Confidential Information; and
 - (b) ensure that all the students participating in that classroom setting are aware of their confidentiality obligations with regard to any Confidential Information they are provided with, or have access to with respect to the Project.
4. Under this Letter Agreement, "Disclosing Party" means the party which is disclosing Confidential Information and "Receiving Party" means the Party which is receiving Confidential Information. "Confidential Information" means and includes all unpatented inventions, ideas, know-how, concepts, trade secrets, processes, techniques, software, products and all other unregistered or unpatented intellectual property, financial and business information and all other commercially valuable information of the Disclosing Party which the Disclosing Party marks as confidential or which is evident by its nature or the manner of its disclosure to be confidential, and all copies, notes and records and all related information generated by the Receiving Party based on or arising out of any such disclosure.

Confidential Information excludes, or as the case requires, ceases to include information, which is, or becomes:

- (a) available to the public at or after the date of its disclosure to the Receiving Party; otherwise than through the default of the Receiving Party;
 - (b) at the date of its disclosure to the Receiving Party, already properly in the possession of the Receiving Party in written form otherwise than by prior confidential disclosure from the Disclosing Party;
 - (c) after the date of its disclosure to the Receiving Party, available to the public from sources other than the Receiving Party;
 - (d) after the date of its disclosure to the Receiving Party, properly available to the Receiving Party from a third party having no obligation of confidentiality to the Disclosing Party;
 - (e) demonstrated by the Receiving Party to be independently developed by an employee or agent of the Receiving Party having no knowledge of such information which is the subject of the disclosure; or
 - (f) required to be disclosed under law.
5. Where the Industry Partner has advised the University that the Project Brief and/ or material provided with the Project Brief is to be considered as its Confidential Information, the University must ensure that the Project Brief and/ or material is treated as Confidential Information in accordance with this clause E.

F. RELATIONSHIP BETWEEN THE UNIVERSITY, THE INDUSTRY PARTNER AND A STUDENT

- 1. The University and Industry Partner agree that there is no intention to create an employer/ employee relationship between the Industry Partner and any Student during the course of the Student undertaking the Project.
- 2. Nothing in this Letter Agreement constitutes a relationship of agency or partnership between the University and the Industry Partner and neither the University nor the Industry Partner will assume, or attempt to assume, to create directly or indirectly, any obligation on behalf of, or in the name of the other.

G. GENERAL

- 1. The terms of this Letter Agreement, together with any Project Schedule entered into in accordance with the terms of this Letter Agreement, constitute the entire agreement of the University and Industry Partner with respect to the Project and supersedes all prior oral or written representations and agreements with respect to the Project.
- 2. The parties acknowledge and agree that progress or completion of a Project may be impacted by circumstances outside the parties' control. If completion of the Project will be adversely affected, the parties agree to discuss whether the Project can still be completed notwithstanding these circumstances. If the parties are unable to agree on an approach regarding the completion of the Project, either party may terminate the Project Schedule relating to the Project by providing thirty (30) days' written notice. The Industry Partner acknowledges and agrees that the University will not in any way be obliged to complete the Project should such circumstance arise.
- 3. This Letter Agreement will be in effect from start date to end date.
- 4. Either party may terminate this Letter Agreement for any reason at any time by providing the other party with six months' written notice.
- 5. Where this Letter Agreement is terminated in accordance with clause G4, the parties agree that this Letter Agreement and the relevant Project Schedule will continue to operate with respect to any Students who are yet to complete their Project. Therefore, the University and the Industry Partner will continue to perform their obligations under this Letter Agreement to allow those Students to complete their Projects in accordance with the relevant Project Schedule. This includes allowing access to

Intellectual Property and Confidential Information of the Industry Partner to the extent necessary for the Students to complete the Project and advising Students to continue to observe their confidentiality obligations with respect to this ongoing access.

6. Clauses C1(c), (d), clause D (Intellectual Property) and clause E (Confidentiality) survive the expiration or termination of this Letter Agreement along with any other provision which by its nature survives termination or expiry of this Letter Agreement.
7. If the Industry Partner or the University has any concerns or a dispute arises in relation to the Project, each organisation agrees to raise the concern or notify the other party of the dispute (as appropriate) in writing and endeavour to resolve the concern or dispute through discussion, mediation or other means as agreed by the Industry Partner and the University.

Please indicate your acceptance of these terms by signing both enclosed copies of this Letter Agreement. Please retain one original for your own records and return the other fully signed original to your contact at the University.

EXECUTED as an agreement

Executed by)
The University of Melbourne)
by its authorised officer)

Executed by the)
Industry Partner)
by its authorised officer)

.....
Signature of authorised officer

.....
Signature of authorised officer

.....
Name & position of authorised officer

.....
Name & position of authorised officer

Date signed:

Date signed:

SCHEDULE

Project Schedule

This Project Schedule has been agreed between the University acting through the School or Faculty name and Industry Partner's name and address details and is governed by the terms of the Industry Project Letter Agreement signed by the parties which is in place for the term: start date to end date.

Project Schedule Effective Date: insert date

1	Industry Partner contact details	Industry Partner contact details
2	Faculty / School / Department contact details	Faculty / School / Department details along with contact details
3	Participating Students	Insert student name(s) or number of students to be placed under this Project Schedule
4	Course / Subject	Insert name of the relevant Course or Subject to which the Project relates
5	Project aims and objectives	Insert any specific aims or objectives, including any specific Course or Subject learning outcomes and activities the Project should include, where these are in addition to the general learning outcomes at clause A2
6	Project Brief & Final Report	insert details of the Project Brief, information about other material to be provided by the Industry Partner, and information about what the Final Report will entail
7	Project Period	insert
8	Background Intellectual Property (if relevant)	N/A OR University Background IP: Insert Industry Partner's Background IP: Insert
9	Special Conditions	Please refer to Legal Services for review and advice: • if the Industry Partner seeks to insert any Special Conditions or • requires the Student to sign an agreement directly with the Industry Partner

Annexure

STUDENT UNDERTAKING

This Student Undertaking is completed in accordance with the Letter Agreement between the University of Melbourne (**the University**) and [insert name of Industry Partner] (**Industry Partner**).

Name of Student: _____ Telephone: _____

Address: _____

I acknowledge and agree that:

- The University has made arrangements for me to participate in an industry-based project (**Project**) with the Industry Partner to gain practical training, experience and skills relating to my area of study as described in the Letter Agreement. I am not an employee of the Industry Partner for the purpose of undertaking the Project;
- During the course of the Project I may create or contribute to the creation of Intellectual Property, including copyright in a Final Report for the Project, other materials and my Assessment Materials;
- The University will own all other Intellectual Property in the Final Report created by me during the course of the Project;
- The University will assign the Intellectual Property in the Final Report created by me during the course of my Project to the Industry Partner, as agreed in the Letter Agreement;
- I will own the copyright in my Assessment Materials (other than the Final Report) and in any other materials I create during the Project;
- I will, at the University's cost, do all things and execute all documents necessary to give effect to this Undertaking and render all assistance reasonably required by the University for the purpose of confirming, recording or perfecting the assignment of Intellectual Property;
- I will keep all Confidential Information confidential;
- I will not use Confidential Information in any way which would be harmful to the best interests of the Industry Partner or the University;
- I will not use any Confidential Information in any way other than for the purposes of the Project with the Industry Partner or preparation of my Assessment Materials without the prior written permission of the Industry Partner or the University; and
- Upon the written request of the Industry Partner or the University, I will return to the Industry Partner or the University any documents originating from the Industry Partner or the University which embody their Confidential Information and acknowledge that I must not keep any copies in any form.

In this Undertaking:

Assessment Materials means all written material created by me in respect of the Project for the purposes of my assessment or reporting obligations to the University excluding the Final Report.

Assignment means assignment of Intellectual Property confirmed in this Undertaking.

Confidential Information means:

- (a) all unpatented inventions, ideas, know-how, concepts, trade secrets, processes, techniques, software, products and all other unregistered or unpatented intellectual property, financial and business information and all other commercially valuable information of the Industry Partner or the University which the Industry Partner or the University marks as confidential or which is evident by its nature or the manner of its disclosure to be confidential; and
- (b) all copies, notes and records and all related information generated by me to the extent incorporating or derived from anything referred to in (a) above.

Confidential Information excludes, or as the case requires, ceases to include information, which is, or becomes:

- (c) available to the public at the date of its disclosure to me; other than through my fault;

- (d) at the date of its disclosure to me, already properly in my possession in written form otherwise than by prior confidential disclosure from the Industry Partner or the University;
- (e) after the date of its disclosure to me, available to the public from sources other than me;
- (f) after the date of its disclosure to me, properly available to me from a third party having no obligation of confidentiality to the Industry Partner or the University; or
- (g) required to be disclosed under law.

Final Report means the report created by me during the course of the Project and delivered to the Industry Partner.

Industry Partner means the organisation that will provide the project brief for the Project as contemplated in the Letter Agreement between the Industry Partner and the University.

Intellectual Property means all rights resulting from intellectual activity whether capable of protection by statute, common law or in equity and including copyright, data, data sets, information, rights in discoveries, inventions, patent rights, registered and unregistered trade marks, design rights, circuit layouts and plant varieties and all rights and interests of a like nature including but not limited to methods and techniques, together with any documentation relating to such rights and interests.

Letter Agreement means the Industry Project Letter Agreement entered into by the University and the Industry Partner in respect of my Project.

EXECUTED AS A DEED POLL

SIGNED SEALED AND DELIVERED BY)

[insert name of student])

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Signature of Student

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Signature of Witness

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Print Name of Witness